# PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF SEDONA

This Profession	onal Services Agre	ement ("Ag	greement") is n	nade and en	itered into on	this <u>11th</u> day o	эf
Мау		("Effe	ctive Date"), b	y and betwe	en the City o	f Sedona, an	
Arizona muni	icipal corporation	("CITY") a	ınd Beta Public	Relations,	LLC ("CONS	SULTANT").	

### **RECITALS**

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

### **AGREEMENT**

The parties agree as follows:

### 1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with SR179 Pedestrian Crossing at Oak Creek project (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.
- B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into

- any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.
- C. <u>Inspection</u>; <u>Acceptance</u>. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.
- D. <u>Time</u>. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. <u>Corrections</u>. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. <u>Key Personnel</u>. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

## 2. COMPENSATION; BILLING.

- A. <u>Compensation</u>. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of \$25,054.00. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

- D. <u>Taxes</u>. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.
- 3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.
- 4. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.
- 5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.
- 6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

### 7. INSURANCE.

### A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident
Bodily Injury by disease
Bodily Injury by disease
Bodily Injury by disease
S1,000,000 each accident
\$1,000,000 policy limit
\$1,000,000 each employee

- 3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
- 4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
- 5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.
- D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits

are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona 102 Roadrunner Drive Sedona, AZ 86336 ATTN: City Clerk

- E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
- G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
- H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
- I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
- 8. **NON-ASSIGNABILITY**. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

# 9. **TERM; TERMINATION**.

- A. <u>Term.</u> This Agreement shall terminate on June 30, 2024, or at such time as the work in the Scope of Work is completed, whichever occurs first.
- B. <u>Termination for Convenience</u>. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If,

however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

- C. <u>Termination for Cause</u>. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.
- E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
- 10. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
- 11. **INDEPENDENT CONTRACTOR**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
- 12. **NO WAIVER**. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

- 13. **ENTIRE AGREEMENT**. This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.
- 14. **NON-DISCRIMINATION**. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

### 15. COMPLIANCE WITH FEDERAL AND STATE LAWS.

- A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
- B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or

- maintenance of any structure, building or transportation facility or improvement to real property.
- D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (Exhibit B).
- E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
- 16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
- 17. **DELAYS**. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.
- 18. **REMEDIES UPON BREACH**. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
- 19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE**. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona

Attn: J. Andy Dickey, PE Asst City Manager/Director of Public Works

102 Roadrunner Drive Sedona, AZ 86336

CONSULTANT: Beta Public Relations

495 S River Run Rd., Suite 104

Flagstaff, AZ 86001

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this reference:

Exhibit A Scope of Work

Exhibit B Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

- 22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.
- 23. **PUBLIC RECORDS**. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.
- 24. NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA. As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

# CITY OF SEDONA, ARIZONA Docusigned by: J. AMERICA Director of Public Works ATTEST: Docusigned by: Johnne Cook Jornative Cook Jornative Cook APPROVED AS TO LEGAL FORM: Docusigned by: Leur (Juristianson)

Kuphowo? 16/hristianson, City Attorney

Beta Public
Relations
CONSULTANT FIRM NAME
DocuSigned by:
By <u>Brya Suyler</u> 7222D71684464FD
7222D71684464FD
Title: Principal

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

# **EXHIBITS**

# Exhibit A

☑ Scope of Work and Associated Costs.

# Exhibit B

- $\hfill \Box$  Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

# **EXHIBIT A**



May 2, 2023

Mr. Robert Welch City of Sedona Public Works Department 102 Roadrunner Drive Sedona, Arizona 86336

# Re: SR 179 Pedestrian Crossing at Oak Creek Project – Scope of Work and Estimate for Public Involvement Services

Mr. Welch:

Beta Public Relations (BetaPr) respectfully submits this scope and estimated fee for Public Involvement Services on the city of Sedona's SR 179 Pedestrian Crossing at Oak Creek Project. The project consists of constructing a 10–12-foot concrete shared-use pathway under the existing SR 179 Oak Creek bridge, with ramps running parallel to SR 179 on each side of the roadway. Additional work includes retaining walls, creek channel excavation, creek bank stabilization, decorative landscape/hardscape features and improvements to the at-grade crossing along SR 179.

Due to the eventual benefits and potential impacts to area stakeholders, public involvement is critical for managing perception of the project. Assuming a 270-calendar-day schedule, we have developed a comprehensive approach to public outreach for the Sedona community. Outlined below are the tasks associated with the project and estimated costs. If necessary, we can adjust our estimate to accommodate any changes to the scope of work.

Project Scope		
Task 1 – Public Involvement Plan A Public Involvement Plan will outline the community outreach effort for the project team.	\$450.00	
Task 2 – Project Notification Flier Design and Production BetaPr will design and produce a project notification flier for distribution throughout the project area. The flier will highlight project details, showcase a project map, describe project amenities and provide information on how to stay connected with the project team.	\$1,150.00	
Task 3 – Project Notification Flier Mailing  The project notification flier will be bulk mailed to fully saturate areas in and around the project area.	\$300.00	
Task 4 – Outreach to Stakeholders  BetaPr will hand-deliver the notification flier to stakeholders along the project corridor. We will seek to open lines of communication to help them understand and plan for construction activity as it progresses.	\$1,250.00	
Task 5 – Construction Meetings and Public Relations Updates BetaPr will attend project construction meetings and provide Public Relations Updates on a weekly basis. Public Relations Updates will highlight any stakeholder communication received, and outline completed and scheduled PR tasks.	\$6,700.00	



Task 6 – Press Releases and Social Media Support  BetaPr will develop press releases and provide copy for social media updates at the start of the project with follow-up releases at key milestones. Coordination with the city's Communications and Public Relations Manager will be performed to disseminate all media releases through city communications channels.	\$400.00	
Task 7 – Education Pieces and Post-Project Testimonials  BetaPr will create education pieces about the underpass and new HAWK signalized, at-grade, crosswalk. These pieces will be designed and produced to inform stakeholders about how to use the intersection, the reason it is being installed and the benefits involved with a HAWK style traffic signal. Following the completion of the project, a "post-project testimonial" release will be created to share how the project came about, the successes of the project and the issues that were solved.	\$1,450.00	
Task 8 – Project Hotline and Email Development and Maintenance BetaPr will establish and maintain a project hotline and email address. Hotline calls and emails will be answered by BetaPr staff during the course of the project. All issues, questions, or concerns will be directed to the project team for response, if necessary.	\$3,300.00	
Task 9 – Public Comments Log A Public Comments Log documenting all project hotline calls, project-specific emails received, and the nature of those inquiries will be recorded and provided to the project team as part of the Public Relations Updates highlighted in Task 5.	\$850.00	
Task 10 – eNews Release and Database Development  The main vehicle for disseminating project information will be the eNewsletter, or eNews. The eNews will provide information regarding the current construction schedule, provide a project map, list the impacts associated with construction activities, and tell the story of how the project came about and is being constructed. The eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on a weekly basis during construction. Distribution will include the interested party database generated from hotline calls, emails received and requests received via stakeholder outreach. The project database will be updated to include any new interested party contacts for future eNews communications throughout construction.	\$3,950.00	
Task 11 – Domain Acquisition and Web Page Updates  BetaPr will acquire a project-specific web domain which will be forwarded to the city of Sedona's existing project-dedicated web page. Weekly web updates will be developed and provided to the city to upload to their existing project-dedicated web page to correspond with each eNews update.		
Total Estimated Labor Expenses	\$20,550.00	



Direct Expenses		
Printing – 3,000 pieces* x \$0.50 per piece  * Includes mailings, door-to-door distribution, the education piece and supplying copies to project team.	\$1,500.00	
Bulk mail postage – 1,863 pieces* x \$0.28 each  * Based on current USPS data to fully saturate project corridor and surrounding areas, totaling 1,419 residents and 444 business addresses.	\$521.64	
Travel expenses – 40 trips* @ 68 miles x \$0.655 per mile  * Assumes 40 trips including the pre-construction meeting, stakeholder outreach and weekly construction meetings.	\$1,781.60	
Digital Marketing Suite* – \$70.00 per month x 10 months  * Digital Marketing Suite includes website domain, project email address, eNews service and hotline.	\$700.00	
Total Estimated Direct Expenses	\$4,503.24	

# Total Estimated Project Cost \$25,053.24

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with the city of Sedona to provide effective public involvement support for the SR 179 Pedestrian Crossing at Oak Creek Project.

Sincerely,

**Conner Cassens** 

Vice President/Sr. Project Manager

BetaPr